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CORPORATION SERVICE COMPANY*

Notice of Service of Process

SBR / ALL
Transmittal Number: 8810380
Date Processed: 06/10/2011

Primary Contact: Kathryn Kolanda -11th Floor
Louis Vuitton North America, Inc.
1 East 57th Street
Floor 10th
New York, NY 10022

Entity:	Louis Vuitton North America, Inc. Entity ID Number 1579747
Entity Served:	Louis Vuitton North America, Inc.
Title of Action:	Deanna Morey vs. Louis Vitton North America, Inc.
Document(s) Type:	Summons/Complaint
Nature of Action:	Other
Court/Agency:	San Diego County Superior Court, California
Case/Reference No:	37-2011-00091660-CU-PO-CTL
Jurisdiction Served:	California
Date Served on CSC:	06/09/2011
Answer or Appearance Due:	30 Days
Originally Served On:	CSC
How Served:	Personal Service
Sender Information:	Gene J. Stonebarger 916-235-7140

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC
CSC is SAS70 Type II certified for its Litigation Management System.
2711 Centerville Road Wilmington, DE 19808 (888) 690-2882 | sop@cscinfo.com

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

LOUIS VUITTON NORTH AMERICA, INC., a Delaware Corporation;
and DOES 1 through 50, inclusive

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

DEANNA MOREY, an individual, on behalf of herself and all others similarly situated,

SUM-100

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

SAN DIEGO SUPERIOR COURT

FILED

Date MAY 23 2011

Clerk of the Court

By WR

Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

CASE NUMBER:
(Número del Caso):

37-2011-00091660-CU-PO-CTL

San Diego County Superior Court
Civil Division
330 W. Broadway, Room 225
San Diego, CA 92101

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Gene J. Stonebarger, Esq. STONEBARGER LAW, APC
75 Iron Point Circle, Suite 145, Folsom, CA 95630
Tel: (916) 235-7140 Fax: (916) 235-7141

DATE:
(Fecha)

MAY 23 2011

Clerk, by
(Secretario)

M. Reyes

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):
- ☒ on behalf of (specify): Louis Vuitton North America Inc. a Delaware Corporation
under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
- ☐ by personal delivery on (date):

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Bar number, and address): Gene J. Stonebarger (SBN: 209.) Richard D. Lambert (SBN: 251148) STONEBARGER LAW, APC 75 Iron Point Circle, Suite 145, Folsom, CA 95630 TELEPHONE NO.: (916) 235-7140 FAX NO.: (916)-235-7141 ATTORNEY FOR (Name): Plaintiff DEANNA MOREY		FOR COURT USE ONLY <div style="border: 1px solid black; padding: 5px; text-align: center;"> 2011 MAY 20 PM 12:08 </div>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 W. Broadway, Room 225 MAILING ADDRESS: CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME:		CASE NUMBER: 37-2011-00091660-CU-PO-CTL JUDGE: DEPT:
CASE NAME: DEANNA MOREY, et al., v. LOUIS VUITTON NORTH AMERICA, INC., et al.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited Amount demanded exceeds \$25,000 <input type="checkbox"/> Limited (Amount) demanded is \$25,000 or less		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 1811)

Items 1-5 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input checked="" type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 1800-1812) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 1800 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Type of remedies sought (check all that apply):
- | | | |
|---|--|--------------------------------------|
| a. <input checked="" type="checkbox"/> monetary | b. <input checked="" type="checkbox"/> nonmonetary; declaratory or injunctive relief | c. <input type="checkbox"/> punitive |
|---|--|--------------------------------------|
4. Number of causes of action (specify): 1
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: May 17, 2011

Richard D. Lambert

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 201.8.) Failure to file may result in sanctions
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 1800 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a complex case, this cover sheet will be used for statistical purposes only

Page 1 of 2

 Form Adopted for Mandatory Use
 Judicial Council of California
 CM-010 (Rev. January 1, 2005)
CIVIL CASE COVER SHEET
 American Legal Net, Inc.
 www.USCourtForms.com

 Cal. Rules of Court, rules 201.8, 1800-1812;
 Standards of Judicial Administration, § 19
 www.courtinfo.ca.gov

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2011 JUL 20 PM 12:08

Attorneys for Plaintiff and the Class

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO**

DEANNA MOREY, an individual, on
behalf of herself and all others similarly
situated,

Plaintiff,

vs.

LOUIS VUITTON NORTH AMERICA, INC.,
a Delaware Corporation, and DOES 1 through
50, inclusive,

Defendants.

CASE NO.: 37-2011-00091660-CU-PO-CTL

CLASS ACTION

**COMPLAINT FOR VIOLATIONS OF
CALIFORNIA CIVIL CODE § 1747.08**

Plaintiff Deanna Morey, on behalf of herself and all others similarly situated, complains
and alleges upon information and belief based, among other things, upon the investigation made
by Plaintiff by and through her attorneys, as follows:

I. INTRODUCTION

1. California Civil Code section 1747.08 generally states that when a merchant is
engaged in a retail transaction with a customer, the merchant may neither (1) request personal
identification information from a customer paying for goods with a credit card, and then record
that personal identification information upon the credit card transaction form or otherwise; nor
(2) require as a condition to accepting the credit card as payment the cardholder to provide the
customer's personal identification information which the retailer causes to be written, or

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1 otherwise records upon the credit card transaction form or otherwise.¹

2 2. Defendant operates retail stores under the name Louis Vuitton throughout the
3 United States, including California. Defendant is engaging in a pattern of unlawful and
4 deceptive business practices by utilizing an "Information Capture Policy" whereby Defendant's
5 cashiers both request and record personal identification information, in the form of home
6 addresses, telephone numbers and credit card numbers from customers using credit cards at the
7 point-of-sale in Defendant's retail establishments. Defendant's acts and practices as herein
8 alleged were at all times intentional.

9 3. On information and belief, Defendant uses the addresses, telephone numbers and
10 additional information obtained from its customers' credit cards, including names and credit card
11 numbers (or portions thereof) to acquire and/or maintain consumer profiles for maintenance in its
12 database. Defendant does not disclose its intentions to its customers, and instead relies on the
13 common misbelief of consumers that Defendant is the personal identification information to
14 verify cardholders' identities or register the products being purchased at the point of sale.
15 Defendant, however, is not using this information to verify cardholders' identities during credit
16 card transactions and the credit card companies do not require zip codes to complete in-person
17 "card present" credit card transactions.

18 4. Plaintiff does not seek any relief greater than or different from the relief sought
19 for the Class of which Plaintiff is a member. If successful, this action will enforce an important
20 right affecting the public interest and will confer a significant benefit, whether pecuniary or non-
21 pecuniary, on a large class of persons. Private enforcement is necessary and places a
22 disproportionate financial burden on Plaintiff in relation to Plaintiff's stake in the matter.

23 ///

24 ¹ California Civil Code section 1747.08 states in relevant part:

25 "(a) Except as provided in subdivision (c), no person, firm, partnership, association, or corporation which accepts
credit cards for the transaction of business shall do either of the following:

26 (2) Request, or require as a condition to accepting the credit card as payment in full or in part for goods or services,
the cardholder to provide personal identification information, which the person, firm, partnership, association, or
27 corporation accepting the credit card writes, causes to be written, or otherwise records upon the credit card
transaction form or otherwise.

28 (b) For purposes of this section 'personal identification information,' means information concerning the cardholder,
other than information set forth on the credit card, and including, but not limited to, the cardholder's address and
telephone number."

1 **II. JURISDICTION AND VENUE**

2 5. Plaintiff is informed and believes that Defendant's principal place of business is in
3 New York, New York. Defendant is a registered California corporation. Defendant has accepted
4 credit cards for the transaction of business throughout California, including the County of San
5 Diego, which has caused both obligations and liability of Defendant to arise in the County of San
6 Diego.

7 6. The amount in controversy exceeds the jurisdictional minimum of this Court.

8 **III. THE PARTIES**9 **A. Plaintiff**

10 7. Plaintiff Deanna Morey (herein referred to as "Plaintiff") is a resident of
11 California, and entered into a retail transaction with Defendant at one of Defendant's California
12 stores located in San Diego County.

13 8. Plaintiff brings this class action against Defendant, pursuant to California Code of
14 Civil Procedure section 382, on behalf of herself and all persons from whom Defendant
15 requested and recorded personal identification information in conjunction with a credit card
16 transaction in California (herein referred to as the "Class"). Excluded from the Class are
17 Defendant, its corporate parents, subsidiaries and affiliates, officers and directors, any entity in
18 which Defendant has a controlling interest, and the legal representatives, successors or assigns of
19 any such excluded persons or entities.

20 **B. Defendant**

21 9. Defendant Louis Vuitton North America, Inc., (herein referred to as "Defendant"),
22 is a Delaware corporation. Plaintiff is informed and believes that Defendant's principal place of
23 business is New York, New York. Defendant maintains its headquarters at 625 Madison Avenue,
24 Floor 3, New York, New York, 10022. Defendant operates retail stores under the name Louis
25 Vuitton throughout California, including stores in San Diego County.

26 **C. Doe Defendants**

27 10. Except as described herein, Plaintiff is ignorant of the true names of Defendants
28 sued as DOES 1 through 50, inclusive, and the nature of their wrongful conduct, and therefore

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sues these DOE Defendants by such fictitious names. Plaintiff will seek leave of the Court to amend this complaint to allege their true names and capacities when ascertained.

D. Agency/Aiding And Abetting

11. At all times herein mentioned, Defendants, and each of them, were an agent or joint venturer of each of the other Defendants, and in doing the acts alleged herein, were acting within the course and scope of such agency. Each Defendant had actual and/or constructive knowledge of the acts of each of the other Defendants, and ratified, approved, joined in, acquiesced and/or authorized the wrongful acts of each co-Defendant, and/or retained the benefits of said wrongful acts.

12. Defendants, and each of them, aided and abetted, encouraged and rendered substantial assistance to the other Defendants in breaching their obligations to Plaintiff and the Class, as alleged herein. In taking action, as particularized herein, to aid and abet and substantially assist the commissions of these wrongful acts and other wrongdoings complained of, each of the Defendants acted with an awareness of its primary wrongdoing and realized that its conduct would substantially assist the accomplishment of the wrongful conduct, wrongful goals, and wrongdoing.

IV. CONDUCT GIVING RISE TO VIOLATIONS OF THE LAW

A. Plaintiff's Contact with Defendant

13. Within the last 12 months, Plaintiff went to Defendant's retail store located in San Diego County, California.

14. Plaintiff entered Defendant's store and proceeded to select a product from the store that Plaintiff intended to purchase.

15. After selecting the item, Plaintiff proceeded to the cashiers' section of Defendant's store to pay for the item selected through the use of a credit card.

16. Defendant's employee saw that Plaintiff had selected products that Plaintiff wished to purchase from Defendant and, as part of Defendant's Information Capture Policy, then requested personal identification information from Plaintiff in the form of Plaintiff's full address and telephone number, without informing Plaintiff of the consequences if Plaintiff did not

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1 provide Defendant's employee with Plaintiff's personal identification information.

2 17. Plaintiff, believing that she was required to provide this information to complete
3 the transaction, filled out the form provided to her, including providing her name, telephone
4 number and home address.

5 18. Defendant's employee then accepted the form at the cash register at the checkout
6 counter adjacent to both the employee and Plaintiff.

7 19. Defendant's employee then proceeded to inform Plaintiff of the amounts due to
8 Defendant for said product. Plaintiff handed Defendant's employee Plaintiff's credit card, after
9 which said employee proceeded to swipe, enter, and/or record the credit card number into an
10 electronic cash register at the checkout counter adjacent to both the employee and Plaintiff.
11 At this point in the transaction, Defendant has Plaintiff's credit card number, name, address, and
12 telephone number recorded in its databases.

13 20. Defendant's employee made no attempt to erase, strikeout, eliminate, or otherwise
14 delete Plaintiff's personal identification information from the electronic cash register or the
15 preprinted form after Plaintiff's credit card number was recorded.

16 21. Defendant's employee and Plaintiff completed the transaction and Plaintiff left
17 Defendant's store with her purchased items.

18 **V. PLAINTIFF'S CLASS ACTION ALLEGATIONS**

19 22. This lawsuit is brought on behalf of an ascertainable statewide class consisting of
20 all persons in California from whom Defendant requested and recorded personal identification
21 information in conjunction with a credit card transaction (the "Class"). Excluded from the Class
22 are Defendant, its corporate parents, subsidiaries and affiliates, officers and directors, any entity
23 in which Defendant has a controlling interest, and the legal representatives, successors or assigns
24 of any such excluded persons or entities.

25 23. The members of the Class are so numerous that joinder of all members is
26 impracticable. While the exact number of Class members is unknown to Plaintiff at this time,
27 such information can be ascertained through appropriate discovery, from records maintained by
28 Defendant and its agents.

24. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because joinder of all members is impracticable, the likelihood of individual Class members prosecuting separate claims is remote and individual Class members do not have a significant interest in individually controlling the prosecution of separate actions. Relief concerning Plaintiff's rights under the laws alleged herein and with respect to the Class as a whole would be appropriate. Plaintiff knows of no difficulty to be encountered in the management of this action which would preclude its maintenance as a class action.

25. There is a well-defined community of interest among the members of the Class because common questions of law and fact predominate, Plaintiff's claims are typical of the members of the Class, and Plaintiff can fairly and adequately represent the interests of the Class.

26. Common questions of law and fact exist as to all members of the Class and predominate over any questions affecting solely individual members of the Class. Among the questions of law and fact common to the Class are:

- a. whether each Class member engaged in a credit card transaction with Defendant;
- b. whether Defendant requested the cardholder to provide personal identification information and recorded the personal identification of the cardholder, during credit card transactions with Class members;
- c. whether Defendant's conduct of requesting the cardholder to provide personal identification information during credit card transactions and recording the personal identification information of the cardholder constitutes violations of California Civil Code section 1747.08; and
- d. the proper amount of civil penalties to be awarded to Plaintiff and the Class.

27. Plaintiff's claims are typical of those of the other Class members because Plaintiff, like every other Class member, was exposed to virtually identical conduct and is entitled to civil penalties in amounts of up to one thousand dollars (\$1,000) per violation pursuant to California Civil Code section 1747.08(e).

28. Plaintiff can fairly and adequately represent the interests of the Class, she has no conflicts of interest with other Class members, and has retained counsel competent and

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1 experienced in class action and civil litigation.

2 **CAUSE OF ACTION FOR VIOLATIONS OF**
3 **CALIFORNIA CIVIL CODE § 1747.08**
4 **[SONG-BEVERLY CREDIT CARD ACT OF 1971]**

5 29. Plaintiff refers to and incorporates by reference as though set forth fully herein
6 paragraphs 1 through 28 of this Complaint.

7 30. California Civil Code section 1747.08 prohibits any corporation, which accepts
8 credit cards for the transaction of business, from requesting the cardholder to provide personal
9 identification information which the corporation then records in conjunction with a credit card
10 transaction.

11 31. Defendant is a corporation that accepts credit cards for the transaction of business.
12 During credit card transactions entered into at Defendant's stores on each and every day during
13 the one-year period preceding the filing of this class action complaint through the present,
14 Defendant utilized, and continues to utilize, an "Information Capture Policy" whereby
15 Defendant's cashiers both request and record zip codes and credit card numbers from customers
16 using credit cards at the point-of-sale in Defendant's retail establishments.

17 32. It is and was Defendant's routine business practice to intentionally engage in the
18 conduct described in this cause of action with respect to every person who, while using a credit
19 card, purchases any product from any of Defendant's stores in the State of California.
20 Due to Defendant's violations as set forth herein, Plaintiff and the Class are entitled to civil
21 penalties in amounts of up to one thousand dollars (\$1,000) per violation pursuant to California
22 Civil Code section 1747.08(e).

23 WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

24 **PRAYER FOR RELIEF**

25 1. That the Court certifies this action as a class action appointing Plaintiff as the
26 Class Representative and Plaintiff's counsel as Class counsel;

27 2. For an award to Plaintiff and to each member of the Class the civil penalty to
28 which he or she is entitled under California Civil Code section 1747.08(e);

///

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1 3. For distribution of any moneys recovered on behalf of the Class of similarly
2 situated consumers via fluid recovery or *cy pres* recovery where necessary to prevent Defendant
3 from retaining the benefits of its wrongful conduct;

4 4. For an award of attorneys' fees as authorized by statute including, but not
5 limited to, the provisions of California Code of Civil Procedure § 1021.5, and as authorized
6 under the "common fund" doctrine;

7 5. For costs of the suit;

8 6. For prejudgment interest at the legal rate;

9 7. And for such other relief as the Court may deem proper.

10
11 Dated: May 17, 2011

STONEBARGER LAW, APC

12
13 By: 

14 Gene J. Stonebarger
15 Richard D. Lambert
16 Attorneys for Plaintiff and the Class



SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER: 37-2011-00091660-CU-PO-CTL

CASE TITLE: Morey vs. Louis Vuitton North America Inc

NOTICE: All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:

- (1) this Alternative Dispute Resolution (ADR) Information form (SDSC form #CIV-730),
- (2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), and
- (3) the Notice of Case Assignment form (SDSC form #CIV-721).

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts, community organizations, and private providers offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. The San Diego Superior Court expects that litigants will utilize some form of ADR as a mechanism for case settlement before trial, and it may be beneficial to do this early in the case.

Below is some information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local ADR program or neutral. A form for agreeing to use ADR is attached (SDSC form #CIV-359).

Potential Advantages and Disadvantages of ADR

ADR may have a variety of advantages or disadvantages over a trial, depending on the type of ADR process used and the particular case:

Potential Advantages

- Saves time
- Saves money
- Gives parties more control over the dispute resolution process and outcome
- Preserves or improves relationships

Potential Disadvantages

- May take more time and money if ADR does not resolve the dispute
- Procedures to learn about the other side's case (discovery), jury trial, appeal, and other court protections may be limited or unavailable

Most Common Types of ADR

You can read more information about these ADR processes and watch videos that demonstrate them on the court's ADR webpage at <http://www.sdcourt.ca.gov/adr>.

Mediation: A neutral person called a "mediator" helps the parties communicate in an effective and constructive manner so they can try to settle their dispute. The mediator does not decide the outcome, but helps the parties to do so. Mediation is usually confidential, and may be particularly useful when parties want or need to have an ongoing relationship, such as in disputes between family members, neighbors, co-workers, or business partners, or when parties want to discuss non-legal concerns or creative resolutions that could not be ordered at a trial.

Settlement Conference: A judge or another neutral person called a "settlement officer" helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement officer does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different ideas about the likely outcome of a trial and would like an experienced neutral to help guide them toward a resolution.

Arbitration: A neutral person called an "arbitrator" considers arguments and evidence presented by each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are usually relaxed. If the parties agree to binding arbitration, they waive their right to a trial and agree to accept the arbitrator's decision as final. With nonbinding arbitration, any party may reject the arbitrator's decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time, and expense of a trial.

Other ADR Processes: There are several other types of ADR which are not offered through the court but which may be obtained privately, including neutral evaluation, conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR processes. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute. Be sure to learn about the rules of any ADR program and the qualifications of any neutral you are considering, and about their fees.

Local ADR Programs for Civil Cases

Mediation: The San Diego Superior Court maintains a Civil Mediation Panel of approved mediators who have met certain minimum qualifications and have agreed to charge \$150 per hour for each of the first two (2) hours of mediation and their regular hourly rate thereafter in court-referred mediations.

On-line mediator search and selection: Go to the court's ADR webpage at www.sdcourt.ca.gov/adr and click on the "Mediator Search" to review individual mediator profiles containing detailed information about each mediator including their dispute resolution training, relevant experience, ADR specialty, education and employment history, mediation style, and fees and to submit an on-line Mediator Selection Form (SDSC form #CIV-005). The Civil Mediation Panel List, the Available Mediator List, individual Mediator Profiles, and Mediator Selection Form (CIV-005) can also be printed from the court's ADR webpage and are available at the Mediation Program Office or Civil Business Office at each court location.

Settlement Conference: The judge may order your case to a mandatory settlement conference, or voluntary settlement conferences may be requested from the court if the parties certify that: (1) settlement negotiations between the parties have been pursued, demands and offers have been tendered in good faith, and resolution has failed; (2) a judicially supervised settlement conference presents a substantial opportunity for settlement; and (3) the case has developed to a point where all parties are legally and factually prepared to present the issues for settlement consideration and further discovery for settlement purposes is not required. Refer to SDSC Local Rule 2.2.1 for more information. To schedule a settlement conference, contact the department to which your case is assigned.

Arbitration: The San Diego Superior Court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. Refer to SDSC Local Rules Division II, Chapter III and Code Civ. Proc. § 1141.10 et seq or contact the Arbitration Program Office at (619) 450-7300 for more information.

More information about court-connected ADR: Visit the court's ADR webpage at www.sdcourt.ca.gov/adr or contact the court's Mediation/Arbitration Office at (619) 450-7300.

Dispute Resolution Programs Act (DRPA) funded ADR Programs: The following community dispute resolution programs are funded under DRPA (Bus. and Prof. Code §§ 465 et seq.):

- In Central, East, and South San Diego County, contact the National Conflict Resolution Center (NCRC) at www.ncrconline.com or (619) 238-2400.
- In North San Diego County, contact North County Lifeline, Inc. at www.nclifeline.org or (760) 726-4900.

Private ADR: To find a private ADR program or neutral, search the Internet, your local telephone or business directory, or legal newspaper for dispute resolution, mediation, settlement, or arbitration services.

Legal Representation and Advice

To participate effectively in ADR, it is generally important to understand your legal rights and responsibilities and the likely outcomes if you went to trial. ADR neutrals are not allowed to represent or to give legal advice to the participants in the ADR process. If you do not already have an attorney, the California State Bar or your local County Bar Association can assist you in finding an attorney. Information about obtaining free and low cost legal assistance is also available on the California courts website at www.courtinfo.ca.gov/selfhelp/lowcost.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO		FOR COURT USE ONLY
STREET ADDRESS: 330 West Broadway		
MAILING ADDRESS: 330 West Broadway		
CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827		
BRANCH NAME: Central		
PLAINTIFF(S): Deanna Morey		
DEFENDANT(S): Louis Vuitton North America Inc		
SHORT TITLE: MOREY VS. LOUIS VUITTON NORTH AMERICA INC		
STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)		CASE NUMBER: 37-2011-00091660-CU-PO-CTL

Judge: Lisa Foster

Department: C-60

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution (ADR) process. Selection of any of these options will not delay any case management timelines.

- | | |
|---|--|
| <input type="checkbox"/> Mediation (court-connected) | <input type="checkbox"/> Non-binding private arbitration |
| <input type="checkbox"/> Mediation (private) | <input type="checkbox"/> Binding private arbitration |
| <input type="checkbox"/> Voluntary settlement conference (private) | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 15 days before trial) |
| <input type="checkbox"/> Neutral evaluation (private) | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 30 days before trial) |
| <input type="checkbox"/> Other (specify e.g., private mini-trial, private judge, etc.): _____ | |

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: (Name) _____

Alternate neutral (for court Civil Mediation Program and arbitration only): _____

Date: _____

Date: _____

Name of Plaintiff _____

Name of Defendant _____

Signature _____

Signature _____

Name of Plaintiff's Attorney _____

Name of Defendant's Attorney _____

Signature _____

Signature _____

If there are more parties and/or attorneys, please attach additional completed and fully executed sheets.

It is the duty of the parties to notify the court of any settlement pursuant to Cal. Rules of Court, rule 3.1385. Upon notification of the settlement, the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court.

IT IS SO ORDERED.

Dated: 05/23/2011

JUDGE OF THE SUPERIOR COURT

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO	
STREET ADDRESS: 330 West Broadway	
MAILING ADDRESS: 330 West Broadway	
CITY AND ZIP CODE: San Diego, CA 92101	
BRANCH NAME: Central	
TELEPHONE NUMBER: (619) 450-7000	
PLAINTIFF(S) / PETITIONER(S): Deanna Morey	
DEFENDANT(S) / RESPONDENT(S): Louis Vuitton North America Inc	
MOREY VS. LOUIS VUITTON NORTH AMERICA INC	
NOTICE OF CASE ASSIGNMENT	CASE NUMBER: 37-2011-00091660-CU-PO-CTL

Judge: Lisa Foster

Department: C-60

COMPLAINT/PETITION FILED: 05/20/2011

CASES ASSIGNED TO THE PROBATE DIVISION ARE NOT REQUIRED TO COMPLY WITH THE CIVIL REQUIREMENTS LISTED BELOW

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT), THE ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730), A STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (SDSC FORM #CIV-359), AND OTHER DOCUMENTS AS SET OUT IN SDSC LOCAL RULE 2.1.5.

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

TIME STANDARDS: The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil cases consist of all civil cases except: small claims proceedings, civil petitions, unlawful detainer proceedings, probate, guardianship, conservatorship, juvenile, and family law proceedings.

COMPLAINTS: Complaints and all other documents listed in SDSC Local Rule 2.1.5 must be served on all named defendants, and a Certificate of Service (SDSC form #CIV-345) filed within 60 days of filing.

DEFENDANT'S APPEARANCE: Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than 15 day extension which must be in writing and filed with the Court.) (SDSC Local Rule 2.1.6)

DEFAULT: If the defendant has not generally appeared and no extension has been granted, the plaintiff must request default within 45 days of the filing of the Certificate of Service. (SDSC Local Rule 2.1.7)

CASE MANAGEMENT CONFERENCE: A Case Management Conference will be set within 150 days of filing the complaint.

ALTERNATIVE DISPUTE RESOLUTION (ADR): THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO TRIAL, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. PARTIES MAY FILE THE ATTACHED STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (SDSC FORM #CIV-359).

YOU MAY ALSO BE ORDERED TO PARTICIPATE IN ARBITRATION. IF THE CASE IS ORDERED TO ARBITRATION PURSUANT TO CODE CIV. PROC. 1411.11, THE COSTS OF ARBITRATION WILL BE PAID BY THE COURT PURSUANT TO CODE CIV. PROC. 1141.28.

FOR MORE INFORMATION, SEE THE ATTACHED ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730)